LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND ADMINISTRATIVE ORDER NO. 17-04

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN

		10111111	Eligibia	or michight.			
IN R	Æ:						
	Mark D. Fry		CASI	E NO. 19-32951			
	-			CHAPTER 13			
S.S.#	xxx-xx-8221	_	JUDO	BE JOEL D. APPLEBAUN	И		
	Debtor						
and				PLAN SUM	<u>IMARY</u>		
				For informational	purposes only.		
	Debra Fry		ACP	60 Months			
S.S.#	+ vvv vv 0024			mum Plan Length: 60	Months		
3.3.#	± xxx-xx-0921 Joint-Debtor	_		payment: \$ 2,108.29 pe			
	Debtor(s)		I	mum dividend to Class 9			
		/	Perce	entage of Tax Refunds con	nmitted <u>0%</u>		
		[] Original	CHAPTER 13 PLAN OR [X]Pre-Confirm	N nation Modification # 1			
I. 1	NOTICES						
BEC FILI	OME BINDING WITE ED. READ THIS DOO	THOUT FURTHER N CUMENT CAREFUL	LY AND CONSIDER SE	INLESS A TIMELY WI EKING THE ADVICE	RITTEN OBJECTION IS OF AN ATTORNEY.		
A.			tate whether or not the Pl IV. Under Federal Rule		Not included		
A.		edure 3015(c), a "nons		V Included			
			cluded in the approved				
	form for a Chapter	13 Plan in the Eastern	District of Michigan.				
					I 		
В.			based on a valuation of	☐ Included	✓ Not included		
C.	the collateral for the Avoidance of a secu			Included	V Not included		
•			NCLUDED" OR IF BOT		KED, THE PROVISION IS		
		THERWISE INCLUD		II DONES MILE CHECK	LED, THE TROVISION IS		
•	ANY "NONSTAN	DARD PROVISION"	THAT IS NOT SPECIFIC	CALLY IDENTIFIED I	N SECTION IV IS VOID.		
•	IF THIS SECTION	NI INDICATES THA	T THIS PLAN DOES NO	T INCLUDE ANY "NO	NSTANDARD		
			D PROVISIONS" IN THI	IS PLAN (INCLUDING	ANY OTHERWISE		
	SPECIFICALLY I	LISTED IN SECTION	(IV) ARE VOID.				
WH		D AT <u>WWW.13EDM</u> .			STANDARD PROVISIONS ROM DEBTOR'S COUNSEL		
	APPLICABLE COM ELIGIBILITY FOR 1		; PLAN PAYMENTS; PL	AN LENGTH; EFFECT	TIVE DATE AND		
-	A. Debtor's Curre	nt Monthly Income exc	eeds the applicable State m be 60 months from the date		applicable Commitment Period nfirming Plan.		
			ess than or equal to the appler's Plan Length shall be mo				

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Plan. This is a minimum Plan length. If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

- **B.** Debtor's plan payment amount is \$2,108.29 per month.
- C. Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.

FC	OR CASES ASSIGNED TO BAY CITY DIVISION: Check only one box. If none are checked or more than one box is
$ch\epsilon$	ecked, paragraph 2 shall apply:
1.	Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.
	DE CACEGA COLONED TO DETERMINATION OF A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	OR CASES ASSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is ecked, paragraph 2 shall apply:
1.	
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ration shown in Schedule I.
FC	OR CASES ASSIGNED TO FLINT DIVISION: Check only one box. If none are checked or more than one box is checked,
pai	ragraph 2 shall apply:
1.	Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future tax refunds.
2.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>does not</i> include a pro-ration for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
3.	Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I <i>includes</i> a proration for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.
	D. If the box to the immediate left is "checked", the debtor acknowledges that debtor is not eligible for a discharge pursuant to 11 USC §1328.
	☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor is not eligible for a discharge pursuant to 11 USC §1328.

- E. \square If the box to the immediate left is "checked", the debtor or joint debtor is self-employed AND incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.
- III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.
 - A. Class One TRUSTEE FEES as determined by statute.
 - B. Class Two ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:
 - 1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:
 - In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$ 3,500.00 for services rendered plus \$ 0.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$ 3,500.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 3,500.00, will be paid as an Administrative Expense Claim; or
 - Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$3,500.00 for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.
 - 2. POST-CONFIRMATION ATTORNEY FEES: See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.
 - 3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES: Debtor \Box has retained or \Box intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.
 - 4. OTHER ADMINISTRATIVE EXPENSE CLAIMS: Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.
 - C. CLASS THREE SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Class 3.1 Liens to be Stripped. 11 USC §506(a).

Cre	ditor	<u>Collateral</u>				
None						
Class 3.2 Judicial Liens	Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).					

Creditor	<u>Collateral</u>
-NONE-	

- D. CLASS FOUR SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).
 - Continuing Payments on a claim secured by the debtor's principal residence that come due on and after Class 4.1 the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	<u>Collateral</u>	Monthly Payment	Direct or Via Trustee
Pennymac Loan Services LLC	1636 Edwin Drive Brighton, MI 48114 Livingston County	1,401.09	Trustee
	Livingston County		

Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
Pennymac Loan Services LLC	1636 Edwin Drive Brighton, MI 48114 Livingston County	9,062.34	174.28	52

Class 4.3 Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	<u>Collateral</u>	Monthly Payment	Direct or Via Trustee
-NONE-			

Class 4.4 Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O, and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

Class 5.1. Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):

Creditor/Collateral	Indicate if "crammed" *** or modified	Interest rate (Present Value Rate)	Total to be paid Including <u>Interest</u>	Monthly <u>Payment</u>	Direct or Via Trustee
Financial Plus Federal C/2017 Can Am 850	Modified	7.00%	1,664.40	27.74	Trustee
R Wheeler					
Alliance Catholic Credit/Yamaha 70	Modified	9.00%	5,885.40	98.09	Trustee
Horsepower 2017 boat motor (outboard)					
Location: 1636 Edwin Drive, Brighton MI 48114					

^{***} See debtor's Schedule A/B for more information about values.

Class 5.2. Secured Claims not excluded from 11 USC §506 *not* to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):

Creditor/Collateral	Indicate if "crammed"***or modified	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee
Wells Fargo Bank NA/Credit Card	Modified	0.00%	2,856.69	54.94	Trustee

^{***} See debtor's Schedule A/B for more information about values.

Class 5.3. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if " <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly <u>Payment</u>	Direct or Via Tru	<u>ustee</u>
-NONE-						

Class 5.4. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) *not* to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if "modified	Interest rate (Present Value Rate)	Total to be paid Including interest	Estimated Average Monthly_ Payment	Direct or Via Trustee
-NONE-/					

Class 5.5. Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor(s) surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

Creditor Name	Description of Collateral
Harley Davidson Credit	2019 19 Harley Street Glide Special 5000 miles
	Location: 1636 Edwin Drive, Brighton MI 48114
U.S. Bank N.A. 2016 Dodge Ram 81020 miles	
	Location: 1636 Edwin Drive, Brighton MI 48114

F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional *Terms, Conditions and Provisions for additional information*).

Class 6.1. Continuing Lease/Contract Payments:

Creditor	<u>Property</u>	Monthly Payment	Lease/Contract expiration date	Direct or Via <u>Trustee</u>
-NONE-				

Class 6.2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

Creditor	<u>Property</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

Class 6.3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

Creditor	<u>Property</u>
-NONE-	

G. CLASS SEVEN - PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

Class 7.1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

Creditor	Monthly Payment	Direct or Via Trustee
-NONE-		

Class 7.2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

Creditor	Arrears Amount	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-			

Class 7.3. All Other Priority Unsecured Claims [11 U.S.C. §1322(a)(2)]

Creditor	Amount	Direct or Via Trustee
-NONE-		

H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1): (To be paid by Trustee): (See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

Creditor	Amount	Interest Rate	Reason for Special Treatment

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<u>C</u>	reditor	Amount	Interest Rate	Reason for Special Treatment					
-NONE-									
		NERAL UNSECURED CLAIMS (to be issions for additional information.	be paid by Trust	ee): – See Paragraph N of the Additional Terms,					
	This Plan shall provide a total sum for distribution to creditors holding Class 9 General Unsecured claims in an amount that is not less than the Amount Available in Chapter 7 shown on Attachment 1, Liquidation Analysis and Statement of Value of Encumbered Property (the "Unsecured Base Amount"). This Plan shall provide either (i) the Unsecured Base Amount; or (ii) will continue for the full Plan Length as indicated in Paragraph II.A of this Plan, whichever yields the greater payment to Class 9 Unsecured Creditors. See Attachment 2, Chapter 13 Model Worksheet, Line 8, for additional information concerning funds estimated to be available for payment to Class 9 Unsecured Creditors.								
	-	•		ured Claims equal to 100% of allowed claims.					
If neithe	er box is checked	or if both boxes are checked, then the pl	lan shall pay the	Unsecured Base Amount.					
		immediate left is "checked", creditors lallowed claims at the rate of $\underline{0.00\%}$ per		n Class Seven, Eight and Nine shall receive ared by 11 USC §1325(a)(4).					
IV. Nonstan	ndard Plan Provi	isions:							
		DARD PROVISION" THAT IS NOT STATED IN THIS SECTION IS VO		UDED IN SECTION 1.A AND					
	Lenienter	STATED II THIS SECTION IS VO	ш.						
	Counsel reser Confirmation not complete paid by the Tr	ves the right to file Applications for cor of this Plan. Upon entry of an Order Av within 60 months of the date of the Ord	mpensation for s warding Post Co er Confirming F t allows Debtor	onfirmation Attorney Fees, if Debtor's Plan will- Plan, all unpaid Attorney fees and costs shall be- 's Plan to complete within 60 months from the-					
]		OF PAYMENT OF CLAIMS : All claims in the following order to the extent the		Plan proposes payment through the Trustee vailable:					
	Level 3: Class Level 4: Class Level 5: Class Level 6: Class Level 7: Class	ses 2.1, 2.2 and 2.3; Class 5.1, 5.3 and ses 5.1, 5.3 and 6.1; Class 2.1 and 2.3 s 2.2 and 2.4 s 4.1 and 4.3 ses 4.2, 4.4, 5.2, 5.4 and 6.2	6.1						
	Each level shall be paid as provided in this Plan before any disbursements are made to any subordinate class. If there are not sufficient funds to pay all claims within a level then the claims in that level shall be paid <i>pro rata</i> .								
(C								
-	·								
]	E								
I, Jesse R.	Sweeney P60941		ot represented l	by an attorney), certify that this Plan contains					

/s/ Jesse R. Sweeney	/s/ Mark D. Fry	
Jesse R. Sweeney P60941	Mark D. Fry	
Attorney for Debtor	Debtor	
25140 Lahser Road		
Suite 252-B		
Southfield, MI 48033		
Street Address	/s/ Debra Fry	
Southfield, MI 48033-0000	Debra Fry	
City, State and Zip Code	Joint Debtor	
sweeneylaw2005@gmail.com		
E-Mail Address	May 19, 2020	
517-947-8017	Date	
Phone Number		

ATTACHMENT 1

LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE					
1636 Edwin Drive Brighton, MI 48114 Livingston County	220,000.00	165,719.00	54,281.00	50,300.00	3,981.00
PERSONAL RESIDENCE (total)	220,000.00	165,719.00	54,281.00	50,300.00	3,981.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS					
Misc. articles of furniture and appliances. Location: 1636 Edwin Drive, Brighton MI 48114	3,000.00	0.00	3,000.00	3,000.00	0.00
HHG/PERSONAL EFFECTS (total)	11,500.00	0.00	11,500.00	9,825.00	1,675.00
JEWELRY					
Wedding rings, earrings, necklaces. Location: 1636 Edwin Drive, Brighton MI 48114	2,000.00	0.00	2,000.00	2,000.00	0.00
JEWELRY (total)	2,000.00	0.00	2,000.00	2,000.00	0.00
CASH/BANK ACCOUNTS					
Checking: Huntington	100.00	0.00	100.00	100.00	0.00
checking: Lake Trust CU	13.00	0.00	13.00	13.00	0.00
Checking: Huntington	200.00	0.00	200.00	200.00	0.00
Savings: Huntington	0.00	0.00	0.00	0.00	0.00
CASH/BANK ACCOUNTS (total)	313.00	0.00	313.00	313.00	0.00

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VEHICLES					
2019 Dodge Ram Vin - 1C6RRFFG9KN781537	0.00	11,784.79	0.00	0.00	0.00
2016 Dodge Ram 81020 miles Location: 1636 Edwin Drive, Brighton MI 48114	0.00	27,028.00	0.00	0.00	0.00
2019 19 Harley Street Glide Special 5000 miles Location: 1636 Edwin Drive, Brighton MI 48114	0.00	34,912.00	0.00	0.00	0.00
VEHICLES (total)	8,500.00	75,125.88	7,098.91	500.00	6,598.91
OTHER (itemize)					
Yamaha 70 Horsepower 2017 boat motor (outboard) Location: 1636 Edwin Drive, Brighton MI 48114	2,000.00	4,725.37	0.00	0.00	0.00
OTHER (total)	2,000.00	4,725.37	0.00	0.00	0.00

Amount available upon liquidation	\$ 12,254.91
Less administrative expenses and costs	\$ 11,735.00
Less liquidation expenses based on broker's fees & costs @ 10% x \$220,000	22,000.00
(primary residence: 1636 Edwin Drive, Brighton, MI 48114)	
Less priority claims	\$ 0.00
Amount Available in Chapter 7	\$ 0.00

ATTACHMENT 2

CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M

1.	Proposed length of Plan:	60	months			
2.	Initial Plan Payment: \$2,108.29 per month x 60 months = \$126,	,497.40 (sub	ototal)			
3.	Additional Payments: \$ per=	\$(subtotal)		_		
4.	Lump sums payments					\$0.00
5.	Total to be paid into Plan (total of lines 2 through 4)					\$126,497.40
6.	Estimated disbursements other than to Class 9 General Unsecured Creditors					
	a. Estimated Trustee Fees		\$12,649.74			
	b. Estimated Attorney Fees and costs thro confirmation of plan	ugh	\$3,500.00			
	c. Estimated Attorney Fees and costs post through duration of Plan	-confirmation	\$3,500.00			
	d. Estimated fees of other Professionals		\$0.00			
	e. Total mortgage and other continuing se payments	cured debt	\$84,065.40			
	f. Total non-continuing secured debt payn (including interest)	nents	\$10,406.49			
	g. Total priority claims		\$0.00			
	h. Total arrearage claims		\$9,062.34			
7.	Total disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h)			\$		123,183.97
8.	Funds <i>estimated</i> to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7)			s		3,314.33
9.	Estimated dividend to Class 9 General Un (see Liquidation Analysis on page 6)	nsecured Cre	editors in Chapter 7 proceeding	\$		0.00

COMMENTS: